

After a Requesting Carrier notifies a Provisioning Carrier that a CNR situation has been remedied, the Provisioning Carrier shall promptly reschedule the Wholesale Special Access service that was delayed by the CNR.

The specific measures and standards included in each Wholesale Service Quality Plan shall be as determined by the Commission. No measures or standards may be added, modified, or deleted from a Wholesale Service Quality Plan adopted by the Commission pursuant to Subpart E without the review and approval of the Commission.

#### Section 731.315 Remedies

Each Wholesale Service Quality Plan shall include self executing remedy provisions consistent with the requirements of Section 731.300(c). The specific remedy provisions included in each Wholesale Service Quality Plan shall be determined by the Commission in accordance with this Part. The Remedy provisions included in the Plan filed by a Level 1 carrier shall be consistent with the remedy provisions included in the Plan most recently adopted by the Commission or, if such carrier does not have a previously adopted Wholesale Services Quality Plan but does have a Preexisting Plan, the Remedy provisions included in such carrier's Preexisting Plan. In connection with the performance Measures and Standards included in Section 731.310, each Wholesale Service Quality Plan shall include the Remedy provisions set forth below. -No changes may be made to the Remedy provisions included in any Plan adopted by the Commission without the review and approval of the Commission.

- a) FOC/EC Past Due – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the FOC/EC Past Due Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- b) FOC/EC Dates Met – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the FOC/EC Dates Met Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- c) Failure Rate – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the Failure Rate Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.

- d) New Circuit Failure Rate – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the New Circuit Failure Rate Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- e) Chronic Failure – if a Provisioning Carrier fails to satisfy the Chronic Failure Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 12 times the current monthly charge for the chronic circuit.
- f) Repair Time – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the Repair Rate Standards set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- g) Repeat Failure Rate – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the Repeat Failure Rate Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- h) Network Availability – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the Network Availability Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- The Remedies included in this Section are cumulative. Upon failing to satisfy any one Standard during two consecutive calendar months (with the exception of the Chronic Failure Standard), a Provisioning Carrier must credit a Requesting Carrier 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month. In the event a Provisioning Carrier fails to satisfy multiple Standards during any two consecutive calendar months and is thereby obligated to provide a Requesting Carrier with multiple credits, the Provisioning Carrier shall pay (rather than credit) the Requesting Carrier the amount due for each credit beyond the first.
  - Any calendar month that supports the imposition of a Remedy for a Provisioning Carrier's failure to satisfy a particular Standard set forth in Section 731.310 may be

used to support the imposition of a Remedy relating to that particular Standard only once during any calendar year. For example, if a Provisioning Carrier fails to satisfy the Network Availability Standard during January, February and March of a particular year, the Provision Carrier will be obligated to provide a Requesting Carrier a credit for the Provisioning Carrier's deficient performance relating to Network Availability during January and February but not for its deficient performance during February and March. However, if the Provisioning Carrier fails to satisfy the Network Availability Standard in April of the same year, the Provisioning Carrier would be required to provide the Requesting Carrier with a credit for the Provisioning Carrier's deficient performance during March and April.

- Notwithstanding the fact that as a result of a Provisioning Carrier's performance during two consecutive calendar months, the Provisioning Carrier fails to satisfy multiple Standards set forth in Section 731.310, in addition to issuing a Requesting Carrier the credit required under this section, the Provisioning Carrier shall not be obligated to pay the Requesting Carrier more than two times the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for Wholesale Special Access services during the second month.

#### Section 731.320 Reporting

Each carrier's Wholesale Service Quality Plan shall provide that the Level 1 carrier will report monthly data to carriers purchasing Wholesale Services. At a minimum, the monthly data shall include the total number of transactions on a per measure basis, the number of instances in which standards contained in the Level 1 carrier's Wholesale Service Quality Plan were not met on a per measure basis, and calculations supporting any remedies paid to carriers purchasing Wholesale Services from the Level 1 carrier.

Each carrier's Wholesale Service Quality Plan shall indicate the process it will follow each month for reporting including the date performance data and remedy amounts will be made available. The reporting process shall also include the timelines and procedures the carrier will follow when making data and or remedy restatements.

#### Section 731.325 Auditing

Each Wholesale Service Quality Plan adopted by the Illinois Commerce Commission shall comply with the requirements of Section 731.300(g), provide for periodic audits of the wholesale performance data by an independent auditing firm, include the frequency and scope of the required audits, and indicate responsibility for payment of audits. Audits should be provided for both the measures being reported as well as for any remedy payments. Level 1 carriers must follow the auditing requirements set forth in their respective Wholesale Service Quality Plans.

Their Plans should provide for both Commission initiated audits as well as audits initiated by requesting carriers.

Level 1 carriers shall retain all records required to support wholesale performance relative to this rule for at least three (3) years. Audits are necessary to ensure that data reported by the carriers is valid, reliable and adhere to the carrier's filed Plan.

#### SUBPART D: PROVISIONS APPLICABLE TO ALL LEVEL 1 CARRIERS

##### Section 731.400 Treatment and Effect of Wholesale Service Emergency Situations

The standards contained in any Plan will not be considered to be violated for the period of delay if such delay is due to a Wholesale Service Emergency Situation. Notwithstanding anything to the contrary in this Part, in those situations where a standard cannot be satisfied at all as a result of a Wholesale Service Emergency Situation, the failure to satisfy such standard shall not be deemed to be a violation of the applicable standard set forth in such Plan.

##### Section 731.410 Additional Reporting Requirements

- a) A Wholesale Service Quality Plan adopted pursuant to Subpart E shall be posted to both the Commission's web site and the Level 1 carrier's web site no more than thirty (30) days after entry of the Commission's order adopting such Plan.
- b) Performance relative to a Level 1 carrier's Wholesale Service Quality Plan shall be posted to the Level 1 carrier's web site and made available to the Commission and other carriers on a monthly basis. Level 1 carriers shall also make available to the Commission both aggregate and individual carrier performance data, and shall make available to other carriers access to the aggregate data and their own performance data.
- c) Additionally, the following information shall be reported monthly to the Commission by Level 1 carriers:
  - 1) The total dollar amount of wholesale service quality remedy payments and credits paid, given and/or assessed.
  - 2) The five highest dollar credit and payment amounts assessed and/or paid on a per measure basis.
  - 3) Any credit and payment amounts paid under protest by carriers purchasing service from the Level 1 carrier.

- 4) Any changes to previously reported metrics data or remedy payments or credits made by the company during the past month and a detailed explanation for why the changes to previously reported metrics data or remedy payments or credits occurred.

d) Proprietary and Confidential Information. All Carrier-specific performance data and information that a Level 1 carrier is required to provide to the Commission under Sections 731.410(b) or (c) of this Part shall be clearly marked proprietary and confidential. When filing proprietary and confidential information with the Commission, a Level 1 carrier shall separate it from information which is to be made public.

#### Section 731.420      Effect of ~~Interconnection~~ Contractual Agreements

If a Level 1 eCarrier is providing Wholesale Service to another carrier pursuant to a contractual agreement, including an interconnection agreement, and those carriers have negotiated the ~~interconnection agreement~~ or an amendment to the ~~interconnection agreement~~ after the effective date of this Part which expressly references this Section and purports to amend any of the standards or requirements of the Level 1 eCarrier's Wholesale Service Quality Plan, then those standards and requirements contained in the Level 1 eCarrier's Wholesale Service Quality Plan shall not apply to such carriers (i) if, but only to the extent, so provided in the ~~interconnection agreement~~ or amendment and (ii) provided further that the changes from or to the Level 1 eCarrier's Wholesale Service Quality Plan are not contrary to the public interest. In the event that such Level 1 eCarrier also provides ~~w~~Wholesale ~~s~~Service to another carrier and such carriers have not negotiated an ~~interconnection agreement~~ or an amendment to an ~~interconnection agreement~~ after the effective date of this Part which expressly references this Section and purports to amend any of the standards or requirements of the Level 1 eCarrier's Wholesale Service Quality Plan, then the standards and measures in the Level 1 eCarrier's Wholesale Service Quality Plan shall apply.

### SUBPART E: COMMISSION REVIEW AND ADOPTION OF PLANS FOR LEVEL 1 CARRIERS

#### Section 731.500      Commission Review and Adoption of Wholesale Service Quality Plans

- a) Adoption. Following hearings on each Plan or petition filed, or proceeding commenced, pursuant to Section 731.200, the Commission shall adopt a Wholesale Service Quality Plan for each carrier. The Plans adopted by the Commission may be those Plans as filed by the Level 1 carriers or as modified by the Commission.
- b) Basis for Adoption. In adopting a Wholesale Service Quality Plan for each carrier, the Commission shall address and consider each of the following:

- 1) Whether the Plan contains clearly articulated, pre-determined measures and standards, which encompass a comprehensive range of carrier-to-carrier performance consistent with the requirements of Section 731.300 and Section 731.310.
- 2) Whether each measure has a clearly articulated definition, or “business rule,” which sets forth the manner in which the data is to be collected by the carrier, lists any relevant exclusions, and states the applicable performance standards consistent with the requirements of Section 731.300 and Section 731.310.
- 3) Whether the Plan contains an effective mechanism that is designed to detect and sanction poor performance when it occurs on both an individual measure and aggregate basis.
- 4) Whether the Plan contains potential liability, consistent with the requirements of Section 731.315, that provides a meaningful and significant incentive to comply with the designated performance standards.
- 5) Whether liability under the Plan’s enforcement mechanism would actually accrue at meaningful and significant levels when performance standards are missed.
- 6) Whether the Plan contains a self-executing mechanism that does not leave the door open to litigation and appeal.
- 7) Whether the Plan contains reporting policies and procedures that are consistent with the requirements of Section 731.300(e), Section 731.320 and Section 731.325 and that provide reasonable assurances that the reported data is accurate and that the reported data is able to be audited.
- 8) Whether the Plan contains a reasonable review process by which parties regularly may propose changes to the performance measures and standards included in the Plan consistent with the requirements of Section 731.300(f).

#### SUBPART F: OBLIGATIONS OF LEVEL 2 CARRIERS

##### Section 731.600 Services Covered and Exemption from Reporting Requirements

Services Covered. Unless otherwise indicated in this Subpart, the provisions of Subpart F are applicable to a Level 2 carrier to the extent the Level 2 carrier provides or offers the applicable

service. Level 2 carriers shall be subject to wholesale service quality standards as provided below for the following services, to the extent the carrier offers or provides the service:

- a) Unbundled Local Loops;
- b) Interconnection Trunks;
- c) Resold Local Services;
- d) Collocation;
- e) Loss Notification; and
- f) Customer Service Record;
- g) Wholesale Special Access; and
- h) Wireless Wholesale Special Access.

Section 731.605 Measures and Standards

- a) Firm Order Confirmations - Level 2 Carrier shall provide FOCs or reject notices for Wholesale Services within the following timeframes, as measured from the time of receipt of an accurate and complete service request to the return of a FOC or reject notice:

- 1) Unbundled Local Loops - within 24 hours
- 2) Interconnection Trunks - within 10 business days
- 3) Resold Local Services - within 24 hours
- 4) Collocation - within 10 business days
- 5) Wholesale Special Access - within business days
- 6) Wireless Wholesale Special Access - within 10 days

- The start time for requests received after the end of the business day will be the beginning of the next business day.
- There are two types of reject notices that may be issued by a carrier: syntax, which occur if required fields are not included in a service request; and content, which occur if invalid data is provided in a field.
- A rejected service request must be corrected and resubmitted before provisioning can begin.

- b) Provisioning - For Wireless Wholesale Special Access services, Level 2 Carriers shall provision Wholesale Service within the following timeframes, as measured from the date on which all necessary engineering (outside and inside engineering) is complete to completion of the requested service. For all other Wholesale Services, Level 2 Carriers shall provision Wholesale Services within the following timeframes, as measured from the time of receipt of a complete and accurate service request to completion of the requested service:

- 1) Unbundled Local Loops - within 5 business days
- 2) Interconnection Trunks - within 30 business days

- 3) Resold Local Services - within 5 business days
- 4) Collocation - within 90 business days
- 5) Wholesale Special Access - within business days
- 6) Wireless Wholesale  
Special Access - within 15 business days

- The required due date is the later of: (1) the last day of the interval set forth above, or the provisioning date requested by the wholesale customer.
- The provisioning intervals, above, will not apply if the Level 2 Carrier demonstrates that the request(s) is not technically feasible and/or that the requested facilities are not available.
- When a loop must be conditioned to remove bridge taps and load coils in order to provide a digitally capable loop or HFPL, the providing carrier must provide the conditioned (digitally capable) loop or HFPL within 8 days of receipt of an accurate and complete service request, rather than within 5 days as set forth above. However, provisioning intervals do not apply to digitally capable loops and HFPL when conditioning of the loop to meet the request would result in a significant degradation of the voiceband service that the Level 2 carrier is providing over that same loop.

- c) Maintenance and Repair - Level 2 Carriers shall clear Wholesale Out of Service ~~trouble~~ Reports within the following intervals, as measured from the time of receipt of an accurate and complete ~~trouble~~ Report to the time the ~~trouble~~ Report is cleared:

- 1) Unbundled Local Loops - within 24 hours
- 2) Interconnection Trunks - within 8 hours
- 3) Resold Local Services - within 24 hours
- 4) Collocation - within 8 hours
- 5) Wholesale Special Access - within hours
- 6) Wireless Wholesale  
Special Access - within 5 hours

- All non-Out Of Service (i.e., "service affecting") ~~trouble~~ Reports must be cleared by the end of the next business day after receipt of non-Out Of Service ~~trouble~~ Report.
- For a ~~trouble~~ Report relating to Wholesale Services other than Wireless Wholesale Special Access services to be considered complete, the wholesale customer must provide the Provisioning eCarrier: 1) the end-user customer's telephone number, 2) the Provisioning eCarrier's circuit identification number; 3) a detailed description of the trouble conditions and other trouble prescreening information.
- For a Trouble Report relating to Wireless Wholesale Special Access Services to be considered complete, the wholesale customer must provide the Provisioning Carrier: 1) the location of the base station, if any, to which the Trouble Report relates, 2) the Provisioning Carrier's circuit identification



number: 3) a detailed description of the trouble conditions and other trouble prescreening information.

- d) Loss Notifications - Level 2 carriers shall provide Loss Notifications within the following timeframes :
  - 1) UNE-Platform - within 24 hours
  - 2) Resale - within 24 hours
- e) Customer Service Record – Level 2 carriers shall provide CSRs within 24 hours.
- f) The standards set forth in this Subpart will not be considered to be violated for the period of delay if such delay is due to the following:
  - 1) as a result of a negligent or willful act on the part of the wholesale customer;
  - 2) as result of a malfunction of equipment owned or operated by the wholesale customer;
  - 3) as a result of, or is extended by, a wholesale service emergency situation;
  - 4) as a result of the wholesale customer missing an appointment, provided that the violation is not further extended by the carrier;
  - 5) as a result of a wholesale customer request to change the scheduled appointment, provided that the violation is not further extended by the carrier;
  - 6) as a result of a carrier's right to refuse service to a wholesale customer as provided in an interconnection agreement, tariff or under applicable federal or state law; or
  - 7) as a result of a lack of facilities where a wholesale customer requests service at a geographically remote location, a wholesale customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the wholesale customer's request for service, subject to carrier's obligation for reasonable facilities planning and the wholesale customer's obligation for forecasting.

Notwithstanding anything to the contrary in this Subpart, in those situations where a standard cannot be satisfied at all as a result of the occurrence of any of the causes identified in clauses 1) through 7) above, the failure to satisfy such standard shall not be deemed to be a violation of the applicable standard set forth in this Subpart.

#### Section 731.610 Remedies

If a Level 2 Carrier fails to comply with Section 731.605 of this Part, it shall provide credits to the purchasing Carrier in the following amounts:

- a) For Firm Order Confirmation and Reject Notice Failures, Level 2 Carriers provide credits equal to 20% of the monthly recurring charge for the service covered in Section 731.605(a) of this Part.
- b) For Provisioning Failures - Level 2 Carriers shall provide credits equal to 20% of the monthly recurring charge per business day for the services covered in Section 731.605(b) of this Part.
- c) For Maintenance and Repair Failures - Level 2 Carriers shall provide credits equal to 20% of the monthly recurring charge per day for the services covered in Sections 731.605(c)(1) and 731.605(c)(3) of this Part and 10% of the monthly recurring charge per every 8 hours for the services covered in Sections 731.605(c)(2), ~~and 731.605(c)(4), 731.605(c)(5) and 731.605(c)(6)~~ of this Part.
- d) For Loss Notification Failures - Level 2 Carriers shall provide a credit of \$1 per failure.
- e) For Customer Service Record Failures - Level 2 Carriers shall provide a credit of \$1 per failure.

#### Section 731.615      Review

All Level 2 carriers must participate in a biennial review of Subpart F: Obligations Of Level 2 Carriers, in which any proposed changes to Subpart F must be submitted to the Commission for review and approval. To the extent the Commission finds Subpart F should be revisited for any reason prior to the end of a biennial period, the Commission may initiate a proceeding to update or amend the previously approved Subpart F. Additionally, if any carrier seeks modification to the approved Subpart F on an interim basis, they may file a petition originating a proceeding at any time.

#### Section 731.620      Reporting

- a) Each Level 2 Carrier shall report monthly results on a quarterly basis to the Illinois Commerce Commission. At a minimum, the information reported shall include:
  - 1) The total dollar amount of wholesale service quality credits on a per measure basis.
  - 2) Any credit amounts under protest by purchasing carriers.
  - 3) Level of performance on an aggregate basis by measure (or as a whole with respect to all measures for service provided to all wholesale customers).

- 4) Top 3 carriers receiving wholesale service quality credits from the Level 2 carrier.

b) All Carrier-specific performance data and information that a Level 2 carrier is required to provide to the Commission under Section 731.620(a) shall be clearly marked proprietary and confidential. When filing proprietary and confidential information with the Commission, a Level 2 carrier shall separate it from information which is to be made public.

c)

b) Each Level 2 Carrier shall also report monthly data on a quarterly basis to carriers purchasing wholesale services. At a minimum, the monthly data shall include the number of reportable transactions, the number of instances in which standards contained in Section 731.605 were not met, and calculations supporting remedies paid as a result of Section 731.610.

e)d) Each carrier shall provide to the Commission a business rule document for each measure they report on a biennial basis. These business rule documents shall be sufficient to describe what is being reported by the measure, and compliant with the standards set out in Section 731.605. The business rules shall include an applicable title, detailed definition, any exclusions, levels of disaggregations and the specific calculation methodology used by the carrier.

## 2. Section 731.625 Auditing

Carriers purchasing wholesale services from a Level 2 carrier may request an independent audit of the reported results. To the extent the independent audit confirms the specific concern of the carrier purchasing wholesale services from a Level 2 carrier, as specifically identified in writing to the Level 2 carrier prior to requesting the audit, the Level 2 carrier shall be responsible for the cost of the independent auditor associated with the specific concern identified in writing prior to the audit. If the independent auditor does not confirm the concern of the carrier purchasing wholesale services from a Level 2 carrier, the carrier purchasing wholesale services will be responsible for the cost of the independent audit. Any dispute over payment of audit costs will be resolved by the Illinois Commerce Commission. Audits of a Level 2 carrier's records shall be limited to no more than 2 per calendar year, unless otherwise authorized by the Illinois Commerce Commission.

Unless otherwise authorized by the Commission, a Level 2 carrier shall make all records required by this rule available to the Commission or its authorized representatives at any time upon request. A carrier shall make customer proprietary network information available to the Commission to the extent allowed by law. A carrier shall retain all records required by this rule for at least three (3) years.

#### Section 731.630 Effect of ~~Interconnection~~ Contractual Agreement

If a Level 2 ~~e~~Carrier is providing Wholesale Service to another carrier pursuant to a contractual agreement, including an interconnection agreement, and those carriers have negotiated the ~~interconnection agreement~~ or an amendment to the ~~interconnection agreement~~ after the effective date of this Part which expressly references this Section, then the standards and requirements contained in this Subpart shall not apply if, and to the extent, so provided in the ~~interconnection agreement~~ or amendment. In the event that such carrier ~~also provides w~~Wholesale sService to another carrier and such carriers have not negotiated an ~~interconnection agreement~~ or an amendment to an ~~interconnection agreement~~ after the effective date of this Part which expressly references this Section, then the standards and measures in this Subpart shall apply.

#### Section 731.635 Application of Level 1 Requirements to Level 2 Carriers and Conversion to Level 1

- a) A carrier may be required to comply with some or all of the Level 1 requirements established in Subparts B, C, D and E of this Part only after the Commission considers and rules upon the following items:
  - 1) The technical feasibility of compliance with each Subparts B, C, D and E requirement;
  - 2) The economic feasibility of compliance with each Subparts B, C, D and E requirement;
  - 3) The expected volume of wholesale service activity covered under Subparts B, C, D and E;
  - 4) Whether the benefits accrued to competing carriers justify the costs incurred by carrier necessary to comply each Subpart B, C, D and E requirement, and;
  - 5) With which Subpart B, C, D and E requirements that carrier must comply and by what time period.
- b) A carrier directed pursuant to a Commission order to comply with all of the requirements of Subparts B, C, D and E shall be a Level 1 carrier effective 90 days after the date of the Commission's order unless a different conversion date is specified in the Commission's order. A carrier directed pursuant to a Commission order to comply with some of the requirements of Subparts B, C, D and E shall remain a Level 2 carrier, but must, unless a different time period is provided in the Commission's order, comply with such Level 1 requirements as directed by the Commission commencing 90 days after the date of the Commission's order.

- c) In any proceeding to determine whether a carrier should be required to comply with some or all of the Level 1 requirements established in Subparts B, C, D and E of this Part, the Commission may order or establish an Interim Wholesale Service Quality Plan to be effective (i) pending the entry of an order adopting a Wholesale Service Quality Plan under Section 731.500 or (ii) as otherwise ordered by the Commission.

#### SUBPART G: PROVISIONS APPLICABLE TO LEVEL 3 CARRIERS

##### Section 731.700 Exemption From Certain Subparts

Subparts B, C, D, E and F of this Part shall not apply to LECs with a Rural Exemption pursuant to Section 251(f) of the Telecommunications Act.

##### Section 731.705 Conversion to Level 2

- a) A carrier whose Rural Exemption is terminated by a Commission order pursuant to Section 251(f) of the Telecommunications Act will become a Level 2 carrier and shall, unless a different time period is provided in the Commission's order, comply with all of the Level 2 requirements established in Subpart F of this Part effective 90 days after the date of the Commission's order.
- b) Notwithstanding paragraph (a) of this Section, a Level 3 carrier whose Rural Exemption is terminated by a Commission order pursuant to Section 251(f) of the Telecommunications Act may petition the Commission for an exemption from some or all of the Level 2 requirements established in Subpart F of this Part. The burden of proof in establishing the right to an exemption under this paragraph shall be upon the petitioner. The petition shall include a demonstration that the exemption would not harm consumers and would not impede the development or operation of a competitive market. In ruling on any such petition, the Commission may also consider and rule upon the following items:
  - 1) The technical feasibility of compliance with each Subpart F requirement;
  - 2) The economic feasibility of compliance with each Subpart F requirement;
  - 3) The expected demand for wholesale services covered under Subpart F;
  - 4) Whether the benefits accrued to competing carriers justify the costs incurred by carrier necessary to comply each Subpart F requirement;
  - 5) With which Subpart F requirements that carrier must comply and by what time period; and

- 6) Whether the carrier needs to comply with Subpart F if the carrier enters into an agreement with a competing carrier whereby the competing carrier agrees to accept different wholesale service quality standards than those contained in Subpart F.

#### SUBPART H: PROVISIONS APPLICABLE TO LEVEL 4 CARRIERS

##### Section 731.800 Exemption From Certain Subparts

Subparts B, C, D, E, F and G of this Part shall not apply to LECs without obligations pursuant to Section 251(c) of the Telecommunications Act and that are not Level 3 Carriers.

##### Section 731.805 Application of Level 2 Requirements to Level 4 Carriers and Conversion to Level 2

- a) If a Level 4 carrier receives a bona fide request for wholesale services and either (i) agrees to provide such services or (ii) is obligated to provide such services under the PUA or the Telecommunications Act, that carrier may be required, after notice and hearing, to comply with some or all of the Level 2 requirements established in Subpart F of this Part. In connection with any such hearing, the Commission may consider and rule upon the following items:
  - 1) The technical feasibility of compliance with each Subpart F requirement;
  - 2) The economic feasibility of compliance with each Subpart F requirement;
  - 3) The expected demand for wholesale services covered under Subpart F;
  - 4) Whether the benefits accrued to competing carriers justify the costs incurred by carrier necessary to comply each Subpart F requirement;
  - 5) With which Subpart F requirements that carrier must comply and by what time period; and
  - 6) Whether the carrier needs to comply with Subpart F if the carrier enters into an agreement with a competing carrier whereby the competing carrier agrees to accept different wholesale service quality standards than those contained in Subpart F.
- b) A carrier directed pursuant to a Commission order to comply with all of the requirements of Subpart F shall become a Level 2 carrier effective 90 days after the date of the Commission's order unless a different conversion date is specified

in the Commission's order. A carrier directed pursuant to a Commission order to comply with some of the requirements of Subpart F shall remain a Level 4 carrier, but must, unless a different time period is provided in the Commission's order, comply with such Level 2 requirements as directed by the Commission commencing 90 days after the date of the Commission's order.

#### SUBPART I: PROVISIONS APPLICABLE TO ALL CARRIERS

##### Section 731.900 Notice of Termination of Wholesale Service

No Provisioning Carrier offering or providing Wholesale Service to a Requesting Carrier shall terminate such service once initiated except upon 35 days notice to the Commission and the Requesting Carrier. The Commission may, on its own motion or upon petition, initiate a proceeding to investigate the proposed termination or interruption of Wholesale Service and may, after notice and hearing, prohibit or delay such proposed termination if the Commission finds that it would be contrary to the public interest. The requirement to provide 35 days notice of termination is not applicable to (i) Wholesale Service Emergency Situations or (ii) situations in which the Requesting Carrier requests or consents, in writing, to the termination of a Wholesale Service on less than 35 days notice. Such request or consent must be given within 35 days of the actual termination and shall be made available to the Commission upon request.





TITLE 83: PUBLIC UTILITIES  
CHAPTER I: ILLINOIS COMMERCE COMMISSION  
SUBCHAPTER f: TELEPHONE COMPANIES

PART 731  
WHOLESALE SERVICE QUALITY  
TELECOMMUNICATIONS CARRIERS

SUBPART A: GENERAL

Section	
731.100	Purpose and Application of Part
731.105	Definitions
731.110	Policies, Goals and Objectives
731.115	Classifications of Carriers
731.120	Applicability of Subparts B, C, D and E
731.130	Applicability of Subpart F
731.140	Applicability of Subpart G
731.150	Applicability of Subpart H

SUBPART B: PROCEDURE FOR LEVEL 1 CARRIERS

Section	
731.200	Filing of Tariffs Regarding Wholesale Service Quality Plans
731.210	Review of Tariffs Regarding Wholesale Service Quality Plans
731.220	Wholesale Service Quality Plan Filing Requirements
731.230	Effective Wholesale Service Quality Plan Pending Review and Adoption By the Commission

SUBPART C: PLAN REQUIREMENTS FOR LEVEL 1 CARRIERS

Section	
731.300	General Plan Requirements
731.305	Services Covered
731.310	Measures and Standards
731.315	Remedies
731.320	Reporting
731.325	Auditing

SUBPART D: PROVISIONS APPLICABLE TO ALL LEVEL 1 CARRIERS

Section	
731.400	Treatment and Effect of Wholesale Emergency Situations
731.410	Additional Reporting Requirements
731.420	Effect of Interconnection Agreements

SUBPART E: COMMISSION REVIEW AND ADOPTION OF  
PLANS FOR LEVEL 1 CARRIERS

Section	
731.500	Commission Review and Adoption of Wholesale Service Quality Plans

SUBPART F: OBLIGATIONS OF LEVEL 2 CARRIERS

Section	
731.600	Services Covered
731.605	Measures and Standards
731.610	Remedies
731.615	Review
731.620	Reporting
731.625	Auditing
731.630	Effect of Interconnection Agreement
731.635	Application of Level 1 Requirements to Level 2 Carriers and Conversion to Level 1

SUBPART G: PROVISIONS APPLICABLE TO LEVEL 3 CARRIERS

Section	
731.700	Exemptions from Certain Subparts
731.705	Conversion to Level 2

SUBPART H: PROVISIONS APPLICABLE TO LEVEL 4 CARRIERS

Section	
731.800	Exemptions from Certain Subparts
731.805	Application of Level 2 Requirements to Level 4 Carriers and Conversion to Level 2

SUBPART I: PROVISIONS APPLICABLE TO ALL CARRIERS

Section	
731.900	Notice of Termination of Wholesale Service

AUTHORITY: Implementing Section 13-712(g) of the Public Utilities Act [220 ILCS 5/13-712(g)]

## SUBPART A: GENERAL

### Section 731.100 Purpose and Application of Part

This Part governs carrier to carrier wholesale service quality standards and remedies in accordance with Section 13-712(g) of the Public Utilities Act (220 ILCS 5/13-712(g)), including, but not limited to, establishing guidelines for the development and submittal of Wholesale Service Quality Plans for Level 1 Carriers (as defined below), establishing wholesale service quality obligations for Level 2 Carriers (as defined below), and establishing the criteria pursuant to which certain carriers are or may be exempt from Subparts B, C, D, E and F of this rule. Unless otherwise indicated, the provisions of this Part are applicable to all providers of Wholesale Service to the extent that they are providing Wholesale Services.

### Section 731.105 Definitions

“Act” or “PUA” means The Public Utilities Act (220 ILCS 5/1-101 et seq.).

“Adopt” or “adopted” shall mean, in addition to their customary and usual meaning, approve or approved.

“Billing” means the processes and systems used to prepare and provide bills to carriers for services ordered and rendered by the providing carrier. Also includes functions required to investigate and dispute bills by the carrier receiving the bill.

“Bona fide request” or “BFR” means a telecommunications carrier’s written request to another telecommunications carrier to provide a wholesale service.

“Business Day” means Monday through Friday, inclusive, excluding weekends and holidays observed and published by the providing carrier.

“Carrier” means a telecommunication carrier as defined in Section 13-202 of the Act (220 ILCS 5/13-202).

“Carrier to carrier wholesale service quality” means the level of quality of telecommunications services, measured pursuant to the Standards and Measures adopted in this Part, that one telecommunications carrier sells or provides to another telecommunications carrier for the latter carrier’s use in providing a telecommunications service to end users.

“Change Management” means the series of processes and procedures negotiated between two or more parties which detail the guidelines by which operation support system (OSS) changes are requested and made and for which notice is provided to the users of the OSS.

"Chronic Failure" means a Wholesale Special Access circuit in connection with which a Trouble Report is opened on four separate occasions during any rolling twelve-month period (excluding CRTs).

"Collocation" means the manner in which a carrier can locate its network equipment within the central office of another carrier.

"Commission" means the Illinois Commerce Commission.

"Customer Not Ready" or "CNR" means a verifiable situation beyond the normal control of a Provisioning Carrier that prevents the Provisioning Carrier from completing an order for a Wholesale Special Access service, including the following: a Requesting Carrier or another Carrier is not ready; an end user is not ready; a connecting company or customer premises equipment is not ready.

"Customer Related Trouble" or "CRT" means a verifiable situation where trouble is caused by the negligent or willful act of a Requesting Carrier, a malfunction of equipment owned by the Requesting Carrier, rescheduling of service appointments per the request of a Requesting Carrier or a Wholesale Emergency Service Situation.

"Customer Service Record" or "CSR" means account information that a providing carrier maintains about an end user and includes, but is not limited to the billing name, service address, and billing address of the end user. A CSR shall not be requested until after the requesting carrier is in receipt of a signed letter of authorization or third party verification pursuant to Sections 13-902 and 13-903 of the PUA.

"Days Late" means a measure of the average number of days during each month that Wholesale Special Access circuits a Provisioning Carrier installs for a Requesting Carrier were installed after FOC/EC due dates (excluding CNRs).

"Engineering Complete" or "EC," where facilities to complete a Wireless Wholesale Special Access service request are available to the Provisioning Carrier, means the date by which the Provisioning Carrier must complete all required engineering relating to an order for a Wireless Wholesale Special Access service (including both outside and inside engineering) and also must advise the Requesting Carrier of the date on which the service shall be installed. In the event facilities to complete a Wireless Wholesale Special Access service request are not available to a Provisioning Carrier, "Engineering Complete" or "EC" means the date by which the Provisioning Carrier must: (1) advise the Requesting Carrier of the facilities that are not available; and (2) provide the Requesting Carrier with a good faith estimate of the date on which the requested service shall be installed, which date shall not exceed 30 days from the "EC" due date unless the Provisioning Carrier provides the Requesting Carrier with a written and verifiable explanation of the reason why installation cannot be completed within 30 days of the "EC" due date.

"Failure Rate" means a measure of the percentage of a Requesting Carrier's Wholesale Special Access circuits, provisioned by a single Provisioning Carrier, that fail during each month

(excluding CRTs), expressed as a percentage of the total number of Wholesale Special Access circuits provisioned by the Provisioning Carrier as of the end of the month.

"Firm Order Confirmation" or "FOC," with respect to services other than Wireless Wholesale Special Access services, means the document or electronic record by which a Provisioning Carrier notifies a Requesting Carrier that the service order has been received and what due date has been assigned. With respect to Wireless Wholesale Special Access services, "Firm Order Confirmation" or "FOC" means the document or electronic record by which a Provisioning Carrier notifies a Requesting Carrier of the date on which an ordered service shall be installed.

"FOC/EC Dates Met" means a measure of the percentage of Wholesale Special Access circuits installed by a single Provisioning Carrier on or before FOC/EC due dates during each month (excluding CNRs), expressed as a percentage of the total number of FOC/EC due dates falling due during the month.

"FOC/EC Past Due" means a measure of the number of a Requesting Carrier's Wholesale Special Access service orders in connection with which a Provisioning Carrier has not provided an FOC/EC as of the end of each month, excluding FOCs/ECs not yet falling due.

"High Frequency Portion of the Loop" or "HFPL" means the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions. Access to the HFPL is commonly called line sharing or line splitting.

"Interconnection Trunks" means a network facility used to interconnect two switches of different carriers.

"Local Exchange Carrier" or "LEC" means a carrier certificated by the Commission to provide intra-exchange and/or inter-exchange service within the same MSA.

"Local Loop" means a transmission facility between a distribution frame (or its equivalent) in a carrier's central office and the loop demarcation point at an end-user customer premises. Local Loop includes HFPL.

"Loss Notification" means the notice or notification given to a requesting carrier that uses the Provisioning Carrier's facilities to offer service to its end user when the end user of the service decides to switch its service to the Provisioning Carrier or to another carrier. This notification is sent from the Provisioning Carrier to the losing carrier to notify them that they have lost the end user customer. Typically, this notification is the mechanism through which the losing carrier obtains information to know that it should cease billing the end user for a given service that one carrier sells or provides to another carrier, as a component of, or for the provision of, telecommunications service to end users.

"Maintenance and Repair" means the actions taken or functions used to create trouble reports, view status history, receive proactive status reports, and clear and close trouble reports.

“Measure” means the specific component or attribute of a Wholesale Service that is being measured to assess service quality. Measures are often based on the pre-ordering, ordering, provisioning, maintenance and repair, or billing functions used to deliver the service.

“Network Availability” means a measure of the percentage of time a Requesting Carrier’s Wholesale Special Access circuits, provided by a single Provisioning Carrier, are not Out of Service during each month (excluding CRTs), expressed as a percentage of the total time available during the month on all Wholesale Special Access circuits provisioned by the Provisioning Carrier as of the end of the month.

“New Circuit Failure Rate” means a measure of the percentage of a Requesting Carrier’s new Wholesale Special Access circuits (i.e., circuits installed for 30 days or less), provisioned by a single Provisioning Carrier, that fail during each month (excluding CRTs), expressed as a percentage of the total number of new Wholesale Special Access circuits provisioned by the Provisioning Carrier as of the end of the month.

“Operation Support Systems” or “OSS” means the various systems and business processes used by a Carrier to conduct business with its customers. Typically OSS covers pre-ordering, ordering, provisioning, maintenance and repair and billing functions.

“Ordering” means the sequence of steps involved in placing an order with a carrier.

“Past Due Circuits” means a measure of the total number of Wholesale Special Access circuits a Provisioning Carrier fails to install for a Requesting Carrier on or before the FOC/EC due date as of the last day of each month, excluding Wholesale Special Access circuits that were not scheduled for installation during the month and excluding CNRs.

“Preexisting Plan” means:

- a) A plan implemented by or for a Carrier prior to the effective date of this rule (but not necessarily effective on such date) that contains one or more of the components required for a Wholesale Service Quality Plan as set forth in Section 731.300 (“Pre-Rule Plan”), the terms and provisions of which have been specifically reviewed and approved by the Commission within the previous three (3) years in a docketed proceeding (the scope of which was limited to review and approval of a Pre-Rule Plan); or
- b) If the terms and conditions of a Pre-Rule Plan have not been specifically reviewed and approved by the Commission within the previous three (3) years in a docketed proceeding (the scope of which was limited to review and approval of a Pre-Rule Plan) for such Carrier, then the most recent Pre-Rule Plan implemented by such Carrier pursuant to a Commission order or, if no Pre-Rule Plan was implemented by such Carrier pursuant to a Commission order, the most recent Pre-Rule Plan implemented by such Carrier on a voluntary basis.

“Pre-ordering” means the exchange of specific information (usually an inquiry and response process) between two companies for the purpose of gathering appropriate information before submitting a request or order.

“Pre-Rule Plan” shall have the meaning ascribed to such term in the definition of “Preexisting Plan.”

“Provision” means to supply telecommunications service to a user.

“Provisioning” means the functions used to manage and monitor an order during the period between the order placement and order completion.

“Provisioning Carrier” means the carrier providing, committing, or offering to provide a Wholesale Service to another carrier.

“Reject Notice” means a method by which a carrier notifies a requesting carrier that a service request or order is rejected.

“Remedy” means a payment or credit from one carrier to another carrier or the State of Illinois for failure to provide Wholesale Services at the standard prescribed per Section 731.315 for Level 1 carriers and Section 731.610 for Level 2 carriers.

“Repair Time” means the period between the time a Requesting Carrier submits a Trouble Report relating to a Wholesale Special Access circuit and the time at which the Provisioning Carrier closes the Trouble Report (excluding CRTs).

“Repeat Failure Rate” means a measure of the percentage of a Requesting Carrier’s Wholesale Special Access circuits, provisioned by a single Provisioning Carrier, in connection with which more than one Trouble Report is opened during any thirty-day period (excluding CRTs), expressed as a percentage of the total number of Wholesale Special Access circuits provisioned by the Provisioning Carrier as of the end of the month.

“Requesting Carrier” means the carrier requesting, ordering or receiving a Wholesale Service from another carrier.

“Resold Local Services” means the sale, for purposes of resale, of a complete telecommunications path (i.e., switch, port, and loop) and associated support (e.g., 911, OS/DA) by a facilities based carrier to another carrier.

“Rural Exemption” means the exemption granted to rural telephone companies under Section 251(f) of the Telecommunications Act.

“Standard” means the rate or level at which a measure is to be provided.

“Telecommunications Act” means the Telecommunications Act of 1934 as Amended by the Telecommunications Act of 1996.

“Trouble Report” shall have the meaning ascribed to such term in Code Part 730 (83 Ill. Admin. Code Part 730).

“Unbundled Local Loop” means the physical connection from the end user’s premise to the carrier’s point of presence, excluding switching or ports, provided by one carrier to another carrier.

“Unbundled Loop Return” means the release for reuse by a carrier, an unbundled local loop to a different carrier when the subscriber, whose local telephone service resides on the unbundled loop, authorizes a change in its local telephone service to a different carrier.

“Wholesale Out of Service” means a situation in which the Wholesale Service can not be used for its intended function. “Out of Service” does not include a situation in which the basic Wholesale Service is still operational but there are extra features that are not working (e.g., for dial tone wholesale services a line is not Out of Service if the call blocking feature is not working but the line has a dial tone and can be used to receive and place calls). For other wholesale services a line is out of service when the circuit is incapable of transporting voice and/or data.

“Wholesale Service” means any telecommunications service subject to the Commission’s jurisdiction that one carrier sells or provides to another carrier, as a component of, or for the provision of, telecommunications service to end users.

“Wholesale Service Emergency Situation” means a single event that causes an interruption of service or installations affecting Wholesale Service provided by a carrier. The emergency situation shall begin with the first carrier whose Wholesale Service is interrupted by the single event and shall end with the restoration or installation of the service of all affected carriers. The term “single event” shall include:

- a declaration made by the applicable State or federal governmental agency that the area served by the local exchange carrier is either a State or federal disaster area; or

- an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or the first 90 calendar days of a strike or other work stoppage; or

- a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

The term “Wholesale Service Emergency Situation” shall not include:

- a single event caused by high temperature conditions alone; or

- a single event caused, or exacerbated in scope and duration, by acts or omissions of the local exchange carrier, its agents, employees or contractors or by the condition of



facilities, equipment, or premises owned or operated by the local exchange carrier who is claiming that the interruption of service is due to an Emergency Situation; or

any service interruption that occurs during a single event listed above, but is not caused by those single events; or

a single event that the local exchange carrier who is claiming that the interruption of service is due to an Emergency Situation could have reasonably foreseen and taken precautions to prevent; provided, however, that in no event shall such carrier be required to undertake precautions that are technically infeasible or economically prohibitive.

“Wholesale Service Quality Plan” or “Plan” means a plan filed or adopted pursuant to Subparts B, C, D and E of this Part.

“Wholesale Special Access” means a Wholesale Service utilizing a dedicated non-switched transmission path used for carrier-to-carrier services from the Requesting Carrier’s NID (Network Interface Device) or POI (Point Of Interface) to one or more of the following: (1) the Provisioning Carrier’s POI (Point Of Interface); (2) another NID or POI on the Requesting Carrier’s network; or (3) another carrier’s network. Wholesale Special Access also means a dedicated non-switched transmission path used for carrier to carrier services from a point of Collocation to a Requesting Carrier’s end-use customer or to another carrier’s network. A non-switched transmission path may include, but is not limited to, DS1, DS3, and OCn facilities as well as links for SS7 signaling, database queries, and SONET ring access. “Wholesale Special Access” refers to service provided to wireless carriers as well as other carriers and “Wireless Wholesale Special Access” is used solely to refer to “Wholesale Special Access” service provided to a wireless carrier.

#### Section 731.110 Policies, Goals and Objectives

This Part is adopted for the purposes stated herein and should be interpreted in a manner consistent with the policies, goals and objectives stated herein. The Commission’s policies for establishing carrier to carrier wholesale service quality standards and remedies have been developed to ensure the following basic goals and objectives.

- a) To foster a competitive market consistent with the protection of end users.
- b) To encourage the maintenance of service quality on a consistent basis to satisfy the public interest.
- c) To develop the competitive offering of telecommunications services that will increase innovation and efficiency, and which may also lead to reduced prices for consumers.

- d) To ensure reliable telecommunications service which the Commission determines to be essential to the health, safety and welfare of the citizens of the State of Illinois.
- e) To ensure reliable carrier to carrier wholesale telecommunications service which the Commission determines to be essential to obtaining and maintaining an open telecommunications market and to the provision of reliable telecommunications service by competitive carriers.
- f) To ensure that the economic benefits of competition in all telecommunications service markets are realized as effectively as possible.
- g) To ensure that wholesale services are delivered at a level of quality that provides the competitive carriers with a meaningful opportunity to compete in the market for customers.
- h) To define clearly the Commission's requirements, standards and processes with respect to carrier to carrier wholesale service quality and remedies.
- i) To adopt, as required by law, rules, regulations and remedies for assessing, and assuring, the quality of carrier to carrier wholesale service for carriers and services that are under the Commission's jurisdiction.
- j) To establish procedures and guidelines for adopting carrier to carrier Wholesale Service Quality Plans, including remedies, for Level 1 carriers (as defined below) that establish minimum requirements for such plans while allowing the tailoring of individual plans that take into account the particular design and operation of each carrier's network and operation support systems.
- k) To establish minimum and uniform measures and standards to assess carrier to carrier wholesale service quality for Level 2 carriers (as defined below), remedies to ensure compliance with such standards, and other requirements to promote and ensure carrier to carrier wholesale service quality.
- l) To allow the Commission to effectively monitor carrier to carrier wholesale service quality, and to impose additional measures, standards and remedies where required to assure or maintain the quality of carrier to carrier wholesale services in the State of Illinois.

#### Section 731.115      Classifications of Carriers

- a) Level 1 Carriers - For purposes of this rule, the following Carriers shall be Level 1 Carriers:

- 1) LECs in the State of Illinois that provide Wholesale Service and have a Preexisting Plan; or
  - 2) LECs in the State of Illinois that have obligations pursuant to Section 251(c) of the Telecommunications Act, with equal to or greater than 400,000 subscriber access lines in service; or
  - 3) LEC's in the State of Illinois that provide Wholesale Service and are directed pursuant to a Commission order to comply with all of the requirements of Subparts B, C, D and E pursuant to Section 731.635.
- b) Level 2 Carriers -- For purposes of this rule, the following carriers shall be Level 2 carriers:
- 1) LECs in the State of Illinois that provide Wholesale Service and satisfy each of the following requirements:
    - A) Have obligations pursuant to Section 251(c) of the Telecommunications Act, with less than 400,000 subscriber access lines in service;
    - B) Do not have a Preexisting Plan;
    - C) Do not have a Wholesale Service Quality Plan adopted by the Commission pursuant to Subpart E;
    - D) Have not been directed pursuant to a Commission order to comply with all of the requirements of Subparts B, C, D and E pursuant to Section 731.635; and
    - E) Do not have a currently effective Rural Exemption.
- c) Level 3 Carriers - For purposes of this rule, the following carriers shall be Level 3 carriers:
- 1) LEC's in the State of Illinois with a Rural Exemption from the obligations of Section 251(c) of the Telecommunications Act.
- d) Level 4 Carriers- For purposes of this rule, the following carriers shall be Level 4 carriers:
- 1) LECs in the State of Illinois that do not have obligations pursuant to Section 251(c) of the Telecommunications Act and are not Level 3 Carriers.

Section 731.120      Applicability of Subparts B, C, D and E

The provisions of Subparts B, C, D and E are applicable to all Level 1 Carriers.

Section 731.130      Applicability of Subpart F

The provisions of Subpart F are applicable to all Level 2 Carriers.

Section 731.140      Applicability of Subpart G

The provisions of Subpart G are applicable to all Level 3 Carriers.

Section 731.150      Applicability of Subpart H

The provisions of Subpart H are applicable to all Level 4 Carriers.

**SUBPART B: PROCEDURE FOR LEVEL 1 CARRIERS**

Section 731.200      Filing of Tariffs Regarding Wholesale Service Quality Plans

- a) On April 1, 2003, and every two years thereafter, every Level 1 carrier shall file with the Commission for review and approval a tariff containing its Wholesale Service Quality Plan as specified in, and pursuant to, Subparts B, C, D and E of this Part. For any filing due after April 1, 2003, if a Level 1 carrier proposes to maintain, without any additions, deletions or modifications, its existing tariff containing its Wholesale Service Quality Plan, the Level 1 carrier may file, in lieu of filing a new tariff, a verified statement indicating that it proposes to maintain in effect, without any additions, deletions or modifications, its existing tariff.
- b) Any carrier designated by the Commission as a Level 1 carrier pursuant to Sections 731.115 or 731.635 shall file a tariff containing its Wholesale Service Quality Plan within ninety (90) days of its designation as a Level 1 carrier by the Commission, and, after one year from the filing of its initial Wholesale Service Quality Plan, shall file all subsequent Wholesale Service Quality Plans pursuant to paragraph (a) of this Section.
- c) To the extent the Commission determines that a Level 1 carrier's Wholesale Service Quality Plan should be investigated, modified, updated or in any way amended for any reason prior to the end of a biennial period, the Commission may initiate a proceeding to investigate, modify, update or amend the previously adopted Wholesale Service Quality Plan. Additionally, if a Level 1 carrier or

another carrier seeks modification of a previously adopted Plan on an interim basis, they may file a petition originating a proceeding at any time.

#### Section 731.210      Review of Tariffs Regarding Wholesale Service Quality Plans

For each investigation or review of a Wholesale Service Quality Plan filed with the Commission for review and approval pursuant to Section 731.200, the Commission shall initiate a proceeding and schedule a prehearing conference (see 83 Ill. Adm. Code 200.300) to occur no more than 21 days after the filing date specified in Section 731.200, except that no proceeding shall be initiated if a carrier, pursuant to Section 731.200(a), files a verified statement regarding its intent to maintain in effect its existing Wholesale Service Quality Plan tariff. The initiation of a proceeding in connection with a Wholesale Service Quality Plan tariff serves to suspend a Wholesale Service Quality Plan tariff. The purpose of the proceeding shall be to determine the adequacy and appropriateness of each Plan with respect to the requirements of the Act and this Part, and to adopt a Wholesale Service Quality Plan for the filing carrier. The carrier filing the Plan shall be a party to the proceeding. Other parties may intervene, pursuant to the Commission's Rules of Practice. The proceeding will be scheduled, unless otherwise ordered by the Administrative Law Judge or the Commission, so that a Proposed Order is presented to the Commission by the Administrative Law Judge no later than 3 months after the date of the carrier's filing as specified in Section 731.200. The Commission will adopt a carrier's Plan if it complies with the requirements of Subparts B, C, D and E of this rule. If no party objects to the Level 1 carrier's filed Wholesale Service Quality Plan and all active parties agree to proceed without a hearing, the Commission may adopt that Plan without hearing if it satisfies the requirements of Subparts B, C and D and E.

#### Section 731.220      Wholesale Service Quality Plan Filing Requirements

- a) The Wholesale Service Quality Plan filing requirements set forth in this Section are designed to assist the Commission and Commission Staff in performing a review of Wholesale Service Quality Plan filings under this Part. Information and schedules contained in the filing requirements may be designed to provide support for the carrier's position or to provide supplemental information to facilitate the Commission Staff's review of the filing. The information supplied under the filing requirements shall not be construed as evidence or made part of the record unless it is offered by a party under the applicable Commission rules (83 Ill. Adm. Code 200.610 to 200.700).
- b) Each carrier subject to this Subpart shall, on the date specified in Section 731.200 for the filing of a tariff containing its Wholesale Service Quality Plan, file the prepared direct testimony and exhibits of carrier personnel and any expert witnesses in support of the carrier's Plan. Prepared direct testimony shall be in compliance with the Commission's Rules of Practice (83 Ill. Adm. Code 200). At a minimum, the prepared direct testimony and exhibits shall address and/or include the following:

- 1) The carrier's wholesale service quality record over the last two years, including a summary of performance and of any remedy payments or credits paid, given and/or assessed over that time period.
- 2) All changes to the carrier's Wholesale Service Quality Plan most recently adopted by the Commission or, if such carrier does not have a previously adopted Wholesale Services Quality Plan but does have a Preexisting Plan, all changes to the carrier's Preexisting Plan, and the basis for all such changes relied upon by the carrier.
- 3) The extent to which the carrier's Wholesale Service Quality Plan has successfully facilitated a competitive telecommunications market.
- 4) Compliance of the carrier's Wholesale Service Quality Plan with the requirements of Subpart C of this Part.
- 5) Compliance of the carrier's Wholesale Service Quality Plan with the criteria for review described in Subpart D of this Part.
- 6) A listing of proposed changes to the carrier's existing Wholesale Service Quality Plan.
- 7) Probable impact of proposed changes to the carrier's existing Wholesale Service Quality Plan.
- 8) Any support for the impact of proposed changes.

The pre-filing requirements of this paragraph shall only apply to the initial and biennial tariff filings under Section 731.200(a) and the initial tariff filing under Section 731.200(b), and shall not apply to any interim filing prior to the end of a biennial period.

c) Waiver of Filing Requirements

- 1) Requests for waivers from these filing requirements shall be filed with the Commission at least 60 days prior to the filing of new tariffs for which the waiver would be effective, if granted. Requests for waivers will be acted on by the Manager of the Hearing Examiners Division or her appointed representative (Hearing Examiner) and will be in writing.
- 2) A request for waiver of any of the provisions of these filing requirements shall be in writing, verified, and must set forth the specific reasons in support of the request. The Commission shall grant the request for a waiver upon good cause shown by the carrier. In determining whether

good cause has been shown, the Commission shall consider, among other things:

- A) whether other information, which the carrier would provide if the waiver is granted, permits the Commission Staff to review the filing in a complete and timely manner;
  - B) the degree to which the information which is the subject of the waiver request is maintained by the utility in the ordinary course of business or available to it from the information which it maintains;
  - C) the expense to the utility in providing the information, which is the subject of the waiver request.
- 3) Proprietary and Confidential Information. Any data, information or studies which are confidential, proprietary or trade secret in nature shall be so marked by the carrier. The carrier shall separate from its filing that information which is so marked as confidential, proprietary or trade secret in nature from the material which is to be made public.

Section 731.230      Effective Wholesale Service Quality Plan Pending Review and Adoption  
By the Commission

- a) A tariff containing a Level 1 carrier's Wholesale Service Quality Plan shall become effective in accordance with the rules and procedures generally applicable to tariffs under the PUA.
- b) For a carrier with a Preexisting Plan, its Preexisting Plan shall be its effective Wholesale Service Quality Plan from the effective date of this rule through the effective date of its tariff due to be filed April 1, 2003, under Section 731.200. The provisions of this paragraph shall apply notwithstanding any provision, term or condition of the Preexisting Plan, or any related Commission order, providing for the termination or expiration of such plan due to or based on the passage of time.
- c) For a carrier designated by the Commission as a Level 1 carrier pursuant to Sections 731.110 and 731.635, that carrier shall not have an effective plan pending the effective date of its initial tariff to be filed under Section 731.200 unless the Commission ordered or established an Interim Wholesale Service Quality Plan. If the Commission ordered an Interim Wholesale Service Quality Plan under Section 731.635, the Interim Wholesale Service Quality Plan shall be that carrier's effective Wholesale Service Quality Plan pending the effective date of its initial tariff to be filed under Section 731.200.

## SUBPART C: PLAN REQUIREMENTS FOR LEVEL 1 CARRIERS

### Section 731.300 General Plan Requirements

Each Wholesale Service Quality Plan shall include, at a minimum, the following components.

- a) A comprehensive set of wholesale measures and standards covering all necessary parts of a carrier's interaction with its wholesale customers. These measures and standards should include, but not be limited to, the following activities; pre-ordering, ordering, provisioning, maintenance and repair, billing and change management. See section 731.305. Further, where appropriate, the measures and/or standards included in a plan may differ depending on the type of Carrier being provided with Wholesale Service.
- b) Fully defined business rules on a per measure basis that are sufficient to describe what is being reported by the measure. Business rules shall include an applicable title, detailed definition, any exclusions, applicable standards or benchmarks, levels of disaggregation, and the specific calculation methodology used by the carrier. See Section 731.310.
- c) Self-executing remedy provisions deemed sufficient to modify a Level 1 carrier's actions in the event of noncompliance with the standards contained therein. See Section 731.315.
- d) Established benchmarks and standards on a per measure basis to provide a clear indication of the minimum performance level the carrier intends to provide. See Section 731.310.
- e) Reporting policies and procedures so that all parties understand exactly when and how the Level 1 carrier will report data. See Section 731.320. These policies and procedures should also cover data and remedy restatements in addition to the regular monthly reporting of carrier performance.
- f) A review process scheduled at regular intervals by which parties may propose changes to the performance measures contained in the Wholesale Service Quality Plans as changes occur in the industry.
- g) Audits scheduled at regular intervals to ensure that the data reported by the carrier is valid, reliable and adheres to the published business rules. See Section 731.325. The carrier must retain for three years, for purposes of regular audits, the original source data used to calculate the performance measurement results in its original, raw, or unmodified form. Regular audits should validate both the measure data being reported as well as the remedy calculations.



## Section 731.305      Services Covered

The services to be covered for a Level 1 carrier shall include, but not be limited to, those Wholesale Services covered in such carrier's most recently adopted Wholesale Service Quality Plan or, if such carrier does not have a previously adopted Wholesale Services Quality Plan but does have a Preexisting Plan, those Wholesale Services covered in such carrier's Preexisting Plan. The services to be covered for a Level 1 carrier shall include wholesale special access services, and shall include, at a minimum, the wholesale special access measures for ordering, provisioning, maintenance and repair identified in Section 731.310. The Commission may, for good cause shown, (i) include Wholesale Services not yet provided by the carrier (including but not limited to emerging services) or (ii) exclude specific Wholesale Services in adopting each carrier's Wholesale Service Quality Plan.

## Section 731.310      Measures and Standards

Each Wholesale Service Quality Plan shall include the following Measures and Standards as well as any other Measures and Standards necessary to satisfy the requirements of Section 731.300(a).

- a) EC – a Provisioning Carrier must provide an EC to a Requesting Carrier within the average amount of time a Provisioning Carrier formally or informally provides an EC to itself or any of its affiliates at the time the Requesting Carrier orders a Wireless Wholesale Special Access service and in all cases within 7 days of the date on which a Requesting Carrier orders a Wireless Wholesale Special Access service. Where facilities to complete a service request are available, the service installation date included in an EC must be within 5 Business Days of the date on which all necessary engineering is complete, and the Requesting Carrier must be notified of that installation date at least 2 Business Days prior to the installation date. The service installation date included in an EC supercedes any service installation date set forth in an FOC regarding the same service request.
- b) FOC – for Wireless Wholesale Special Access services, FOCs must be provided in the same amount of time a Provisioning Carrier formally or informally provides an FOC for Wireless Wholesale Special Access services to itself or to any of its affiliates at the time a Requesting Carrier orders a Wholesale Special Access service, and in all cases within 3 Business Days of the date on which a Requesting Carrier orders a Wireless Wholesale Special Access service. For all other Wholesale Special Access services, FOCs must be provided in the same amount of time a Provisioning Carrier formally or informally provides an FOC for Wholesale Special Access services to itself or to any of its affiliates at the time a Requesting Carrier orders a Wholesale Special Access service, and in all cases within 2 Business Days of the date on which a Requesting Carrier orders a DSO or DS1 Wholesale Special Access circuit and within 5 Business Days of the date on which a Requesting Carrier orders any other Wholesale Special Access service.

- c) FOC/EC Past Due – 98% of FOCs/ECs must be timely provided.
- d) FOC/EC Dates Met – 98% of Wholesale Special Access circuits must be timely installed.
- e) Days Late – on a monthly basis, the average number of days that Wholesale Special Access circuits are installed after FOC/EC dates must be less than 3 days.
- f) Past Due Circuits – installation of less than 3% of Wholesale Special Access circuits may be greater than 5 days late.
- g) Failure Rate – the Failure Rate must not exceed the rate at which Wholesale Special Access circuits the Provisioning Carrier provides to itself or any one of its affiliates fail during the same month and, in any event, must be less than 3%.
- h) New Circuit Failure Rate – the New Circuit Failure Rate must not exceed the rate at which new Wholesale Special Access circuits (i.e., circuits installed for 30 days or less) the Provisioning Carrier provides to itself or any one of its affiliates fail during the same month and in any event must be less than 1% per 100 circuits.
- i) Chronic Failure – must be re-engineered within 5 Business Days of the date on which a Requesting Carrier notifies the Provisioning Carrier of a Chronic Failure.
- j) Repair Time – the Repair Time must not exceed the length of time it takes a Provisioning Carrier to repair Wholesale Special Access circuits it provides to itself or any of its affiliates during the same month and in any event must not exceed 3 hours.
- k) Repeat Failure Rate – the Repeat Failure Rate must not exceed the rate at which Wholesale Special Access circuits the Provisioning Carrier provides to itself or any one of its affiliates experience trouble on more than one occasion during the same thirty-day period and in any event must not exceed 6% percent.
- l) Network Availability – the Network Availability must not be less than the percentage of time the Provisioning Carrier's Wholesale Special Access are available during the same month and in any event must not fall below 0.02%. *99.98% or an unavailability of*

After a Requesting Carrier notifies a Provisioning Carrier that a CNR situation has been remedied, the Provisioning Carrier shall promptly reschedule the Wholesale Special Access service that was delayed by the CNR.

The specific measures and standards included in each Wholesale Service Quality Plan shall be as determined by the Commission. No measures or standards may be added, modified, or deleted from a Wholesale Service Quality Plan adopted by the Commission pursuant to Subpart E without the review and approval of the Commission.

## Section 731.315 Remedies

Each Wholesale Service Quality Plan shall include self executing remedy provisions consistent with the requirements of Section 731.300(c). The specific remedy provisions included in each Wholesale Service Quality Plan shall be determined by the Commission in accordance with this Part. The Remedy provisions included in the Plan filed by a Level 1 carrier shall be consistent with the remedy provisions included in the Plan most recently adopted by the Commission or, if such carrier does not have a previously adopted Wholesale Services Quality Plan but does have a Preexisting Plan, the Remedy provisions included in such carrier's Preexisting Plan. In connection with the performance Measures and Standards included in Section 731.310, each Wholesale Service Quality Plan shall include the Remedy provisions set forth below. No changes may be made to the Remedy provisions included in any Plan adopted by the Commission without the review and approval of the Commission.

- a) FOC/EC Past Due – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the FOC/EC Past Due Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- b) FOC/EC Dates Met – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the FOC/EC Dates Met Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- c) Failure Rate – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the Failure Rate Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- d) New Circuit Failure Rate – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the New Circuit Failure Rate Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- e) *Chronic Failure* – if a Provisioning Carrier fails to satisfy the Chronic Failure Standard set forth in Section 731.310, the Provisioning Carrier must credit the

Requesting Carrier an amount equal to 12 times the current monthly charge for the chronic circuit.

- f) Repair Time – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the Repair Rate Standards set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
  - g) Repeat Failure Rate – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the Repeat Failure Rate Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
  - h) Network Availability – if, during any two consecutive calendar months, a Provisioning Carrier fails to satisfy the Network Availability Standard set forth in Section 731.310, the Provisioning Carrier must credit the Requesting Carrier an amount equal to 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month.
- The Remedies included in this Section are cumulative. Upon failing to satisfy any one Standard during two consecutive calendar months (with the exception of the Chronic Failure Standard), a Provisioning Carrier must credit a Requesting Carrier 100% of the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for all Wholesale Special Access services provided to the Requesting Carrier, in Illinois, for that second month. In the event a Provisioning Carrier fails to satisfy multiple Standards during any two consecutive calendar months and is thereby obligated to provide a Requesting Carrier with multiple credits, the Provisioning Carrier shall pay (rather than credit) the Requesting Carrier the amount due for each credit beyond the first.
  - Any calendar month that supports the imposition of a Remedy for a Provisioning Carrier's failure to satisfy a particular Standard set forth in Section 731.310 may be used to support the imposition of a Remedy relating to that particular Standard only once during any calendar year. For example, if a Provisioning Carrier fails to satisfy the Network Availability Standard during January, February and March of a particular year, the Provisioning Carrier will be obligated to provide a Requesting Carrier a credit for the Provisioning Carrier's deficient performance relating to Network Availability during January and February but not for its deficient performance during February and March. However, if the Provisioning Carrier fails to satisfy the Network Availability Standard in April of the same year, the Provisioning Carrier would be required to provide the Requesting Carrier with a credit for the Provisioning Carrier's deficient performance during March and April.

- Notwithstanding the fact that as a result of a Provisioning Carrier's performance during two consecutive calendar months, the Provisioning Carrier fails to satisfy multiple Standards set forth in Section 731.310, in addition to issuing a Requesting Carrier the credit required under this section, the Provisioning Carrier shall not be obligated to pay the Requesting Carrier more than two times the amount the Requesting Carrier otherwise would be obligated to pay the Provisioning Carrier for Wholesale Special Access services during the second month.

#### Section 731.320      Reporting

Each carrier's Wholesale Service Quality Plan shall provide that the Level 1 carrier will report monthly data to carriers purchasing Wholesale Services. At a minimum, the monthly data shall include the total number of transactions on a per measure basis, the number of instances in which standards contained in the Level 1 carrier's Wholesale Service Quality Plan were not met on a per measure basis, and calculations supporting any remedies paid to carriers purchasing Wholesale Services from the Level 1 carrier.

Each carrier's Wholesale Service Quality Plan shall indicate the process it will follow each month for reporting including the date performance data and remedy amounts will be made available. The reporting process shall also include the timelines and procedures the carrier will follow when making data and or remedy restatements.

#### Section 731.325    Auditing

Each Wholesale Service Quality Plan adopted by the Illinois Commerce Commission shall comply with the requirements of Section 731.300(g), provide for periodic audits of the wholesale performance data by an independent auditing firm, include the frequency and scope of the required audits, and indicate responsibility for payment of audits. Audits should be provided for both the measures being reported as well as for any remedy payments. Level 1 carriers must follow the auditing requirements set forth in their respective Wholesale Service Quality Plans. Their Plans should provide for both Commission initiated audits as well as audits initiated by requesting carriers.

Level 1 carriers shall retain all records required to support wholesale performance relative to this rule for at least three (3) years. Audits are necessary to ensure that data reported by the carriers is valid, reliable and adhere to the carrier's filed Plan.

## SUBPART D: PROVISIONS APPLICABLE TO ALL LEVEL 1 CARRIERS

### Section 731.400 Treatment and Effect of Wholesale Service Emergency Situations

The standards contained in any Plan will not be considered to be violated for the period of delay if such delay is due to a Wholesale Service Emergency Situation. Notwithstanding anything to the contrary in this Part, in those situations where a standard cannot be satisfied at all as a result of a Wholesale Service Emergency Situation, the failure to satisfy such standard shall not be deemed to be a violation of the applicable standard set forth in such Plan.

### Section 731.410 Additional Reporting Requirements

- a) A Wholesale Service Quality Plan adopted pursuant to Subpart E shall be posted to both the Commission's web site and the Level 1 carrier's web site no more than thirty (30) days after entry of the Commission's order adopting such Plan.
- b) Performance relative to a Level 1 carrier's Wholesale Service Quality Plan shall be posted to the Level 1 carrier's web site and made available to the Commission and other carriers on a monthly basis. Level 1 carriers shall also make available to the Commission both aggregate and individual carrier performance data, and shall make available to other carriers access to the aggregate data and their own performance data.
- c) Additionally, the following information shall be reported monthly to the Commission by Level 1 carriers:
  - 1) The total dollar amount of wholesale service quality remedy payments and credits paid, given and/or assessed.
  - 2) The five highest dollar credit and payment amounts assessed and/or paid on a per measure basis.
  - 3) Any credit and payment amounts paid under protest by carriers purchasing service from the Level 1 carrier.
  - 4) Any changes to previously reported metrics data or remedy payments or credits made by the company during the past month and a detailed explanation for why the changes to previously reported metrics data or remedy payments or credits occurred.
- d) Proprietary and Confidential Information. All Carrier-specific performance data and information that a Level 1 carrier is required to provide to the Commission under Sections 731.410(b) or (c) of this Part shall be clearly marked proprietary and confidential. When filing proprietary and confidential information with the

Commission, a Level 1 carrier shall separate it from information which is to be made public.

#### Section 731.420      Effect of Contractual Agreements

If a Level 1 Carrier is providing Wholesale Service to another carrier pursuant to a contractual agreement, including an interconnection agreement, and those carriers have negotiated the agreement or an amendment to the agreement after the effective date of this Part which expressly references this Section and purports to amend any of the standards or requirements of the Level 1 Carrier's Wholesale Service Quality Plan, then those standards and requirements contained in the Level 1 Carrier's Wholesale Service Quality Plan shall not apply to such carriers (i) if, but only to the extent, so provided in the agreement or amendment and (ii) provided further that the changes from or to the Level 1 Carrier's Wholesale Service Quality Plan are not contrary to the public interest. In the event that such Level 1 Carrier provides Wholesale Service to another carrier and such carriers have not negotiated an agreement or an amendment to an agreement after the effective date of this Part which expressly references this Section and purports to amend any of the standards or requirements of the Level 1 Carrier's Wholesale Service Quality Plan, then the standards and measures in the Level 1 Carrier's Wholesale Service Quality Plan shall apply.

### SUBPART E: COMMISSION REVIEW AND ADOPTION OF PLANS FOR LEVEL 1 CARRIERS

#### Section 731.500      Commission Review and Adoption of Wholesale Service Quality Plans

- a) Adoption. Following hearings on each Plan or petition filed, or proceeding commenced, pursuant to Section 731.200, the Commission shall adopt a Wholesale Service Quality Plan for each carrier. The Plans adopted by the Commission may be those Plans as filed by the Level 1 carriers or as modified by the Commission.
- b) Basis for Adoption. In adopting a Wholesale Service Quality Plan for each carrier, the Commission shall address and consider each of the following:
  - 1) Whether the Plan contains clearly articulated, pre-determined measures and standards, which encompass a comprehensive range of carrier-to-carrier performance consistent with the requirements of Section 731.300 and Section 731.310.
  - 2) Whether each measure has a clearly articulated definition, or "business rule," which sets forth the manner in which the data is to be collected by the carrier, lists any relevant exclusions, and states the applicable performance standards consistent with the requirements of Section 731.300 and Section 731.310.

- 3) Whether the Plan contains an effective mechanism that is designed to detect and sanction poor performance when it occurs on both an individual measure and aggregate basis.
- 4) Whether the Plan contains potential liability, consistent with the requirements of Section 731.315, that provides a meaningful and significant incentive to comply with the designated performance standards.
- 5) Whether liability under the Plan's enforcement mechanism would actually accrue at meaningful and significant levels when performance standards are missed.
- 6) Whether the Plan contains a self-executing mechanism that does not leave the door open to litigation and appeal.
- 7) Whether the Plan contains reporting policies and procedures that are consistent with the requirements of Section 731.300(e), Section 731.320 and Section 731.325 and that provide reasonable assurances that the reported data is accurate and able to be audited.
- 8) Whether the Plan contains a reasonable review process by which parties regularly may propose changes to the performance measures and standards included in the Plan consistent with the requirements of Section 731.300(f).

#### SUBPART F: OBLIGATIONS OF LEVEL 2 CARRIERS

##### Section 731.600 Services Covered and Exemption from Reporting Requirements

Services Covered. Unless otherwise indicated in this Subpart, the provisions of Subpart F are applicable to a Level 2 carrier to the extent the Level 2 carrier provides or offers the applicable service. Level 2 carriers shall be subject to wholesale service quality standards as provided below for the following services, to the extent the carrier offers or provides the service:

- a) Unbundled Local Loops;
- b) Interconnection Trunks;
- c) Resold Local Services;
- d) Collocation;
- e) Loss Notification;
- f) Customer Service Record;
- g) Wholesale Special Access; and
- h) Wireless Wholesale Special Access.



Section 731.605 Measures and Standards

- a) Firm Order Confirmations - Level 2 Carrier shall provide FOCs or reject notices for Wholesale Services within the following timeframes, as measured from the time of receipt of an accurate and complete service request to the return of a FOC or reject notice:

- |   |                                    |
|---|------------------------------------|
| 1) Unbundled Local Loops                | - within 24 hours                  |
| 2) Interconnection Trunks               | - within 10 business days          |
| 3) Resold Local Services                | - within 24 hours                  |
| 4) Collocation                          | - within 10 business days          |
| 5) Wholesale Special Access             | - within <u>    </u> business days |
| 6) Wireless Wholesale<br>Special Access | - within 10 days                   |

- The start time for requests received after the end of the business day will be the beginning of the next business day.
- There are two types of reject notices that may be issued by a carrier: syntax, which occur if required fields are not included in a service request; and content, which occur if invalid data is provided in a field.
- A rejected service request must be corrected and resubmitted before provisioning can begin.

- b) Provisioning - For Wireless Wholesale Special Access services, Level 2 Carriers shall provision Wholesale Service within the following timeframes, as measured from the date on which all necessary engineering (outside and inside engineering) is complete to completion of the requested service. For all other Wholesale Services, Level 2 Carriers shall provision Wholesale Service within the following timeframes, as measured from the time of receipt of a complete and accurate service request to completion of the requested service:

- |   |                                    |
|---|------------------------------------|
| 1) Unbundled Local Loops                | - within 5 business days           |
| 2) Interconnection Trunks               | - within 30 business days          |
| 3) Resold Local Services                | - within 5 business days           |
| 4) Collocation                          | - within 90 business days          |
| 5) Wholesale Special Access             | - within <u>    </u> business days |
| 6) Wireless Wholesale<br>Special Access | - within 15 business days          |

- The required due date is the later of: (1) the last day of the interval set forth above, or the provisioning date requested by the wholesale customer.
- The provisioning intervals, above, will not apply if the Level 2 Carrier demonstrates that the request(s) is not technically feasible and/or that the requested facilities are not available.

- When a loop must be conditioned to remove bridge taps and load coils in order to provide a digitally capable loop or HFPL, the providing carrier must provide the conditioned (digitally capable) loop or HFPL within 8 days of receipt of an accurate and complete service request, rather than within 5 days as set forth above. However, provisioning intervals do not apply to digitally capable loops and HFPL when conditioning of the loop to meet the request would result in a significant degradation of the voiceband service that the Level 2 carrier is providing over that same loop.
- c) Maintenance and Repair - Level 2 Carriers shall clear Wholesale Out of Service Trouble Reports within the following intervals, as measured from the time of receipt of an accurate and complete Trouble Report to the time the Trouble Report is cleared:
- |   |                            |
|---|----------------------------|
| 1) Unbundled Local Loops                | - within 24 hours          |
| 2) Interconnection Trunks               | - within 8 hours           |
| 3) Resold Local Services                | - within 24 hours          |
| 4) Collocation                          | - within 8 hours           |
| 5) Wholesale Special Access             | - within <u>    </u> hours |
| 6) Wireless Wholesale<br>Special Access | - within 5 hours           |
- All non-Out Of Service (i.e., “service affecting”) Trouble Reports must be cleared by the end of the next business day after receipt of non-Out Of Service Trouble Report.
  - For a Trouble Report relating to Wholesale Services other than Wireless Wholesale Special Access services to be considered complete, the wholesale customer must provide the Provisioning Carrier: 1) the end-user customer’s telephone number, 2) the Provisioning Carrier’s circuit identification number; 3) a detailed description of the trouble conditions and other trouble prescreening information.
  - For a Trouble Report relating to Wireless Wholesale Special Access Services to be considered complete, the wholesale customer must provide the Provisioning Carrier: 1) the location of the base station, if any, to which the Trouble Report relates, 2) the Provisioning Carrier’s circuit identification number; 3) a detailed description of the trouble conditions and other trouble prescreening information.
- d) Loss Notifications - Level 2 carriers shall provide Loss Notifications within the following timeframes :
- |                 |                   |
|-----------------|-------------------|
| 1) UNE-Platform | - within 24 hours |
| 2) Resale       | - within 24 hours |
- e) Customer Service Record – Level 2 carriers shall provide CSRs within 24 hours.

- f) The standards set forth in this Subpart will not be considered to be violated for the period of delay if such delay is due to the following:
- 1) as a result of a negligent or willful act on the part of the wholesale customer;
  - 2) as result of a malfunction of equipment owned or operated by the wholesale customer;
  - 3) as a result of, or is extended by, a wholesale service emergency situation;
  - 4) as a result of the wholesale customer missing an appointment, provided that the violation is not further extended by the carrier;
  - 5) as a result of a wholesale customer request to change the scheduled appointment, provided that the violation is not further extended by the carrier;
  - 6) as a result of a carrier's right to refuse service to a wholesale customer as provided in an interconnection agreement, tariff or under applicable federal or state law; or
  - 7) as a result of a lack of facilities where a wholesale customer requests service at a geographically remote location, a wholesale customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the wholesale customer's request for service, subject to carrier's obligation for reasonable facilities planning and the wholesale customer's obligation for forecasting.

Notwithstanding anything to the contrary in this Subpart, in those situations where a standard cannot be satisfied at all as a result of the occurrence of any of the causes identified in clauses 1) through 7) above, the failure to satisfy such standard shall not be deemed to be a violation of the applicable standard set forth in this Subpart.

#### Section 731.610 Remedies

If a Level 2 Carrier fails to comply with Section 731.605 of this Part, it shall provide credits to the purchasing Carrier in the following amounts:

- a) For Firm Order Confirmation and Reject Notice Failures, Level 2 Carriers provide credits equal to 20% of the monthly recurring charge for the service covered in Section 731.605(a) of this Part.
- b) For Provisioning Failures - Level 2 Carriers shall provide credits equal to 20% of the monthly recurring charge per business day for the services covered in Section 731.605(b) of this Part.
- c) For Maintenance and Repair Failures - Level 2 Carriers shall provide credits equal to 20% of the monthly recurring charge per day for the services covered in Sections 731.605(c)(1) and 731.605(c)(3) of this Part and 10% of the monthly

recurring charge per every 8 hours for the services covered in Sections 731.605(c)(2), 731.605(c)(4), 731.605(c)(5) and 731.605(c)(6) of this Part.

- d) For Loss Notification Failures - Level 2 Carriers shall provide a credit of \$1 per failure.
- e) For Customer Service Record Failures - Level 2 Carriers shall provide a credit of \$1 per failure.

#### Section 731.615      Review

All Level 2 carriers must participate in a biennial review of Subpart F: Obligations Of Level 2 Carriers, in which any proposed changes to Subpart F must be submitted to the Commission for review and approval. To the extent the Commission finds Subpart F should be revisited for any reason prior to the end of a biennial period, the Commission may initiate a proceeding to update or amend the previously approved Subpart F. Additionally, if any carrier seeks modification to the approved Subpart F on an interim basis, they may file a petition originating a proceeding at any time.

#### Section 731.620      Reporting

- a) Each Level 2 Carrier shall report monthly results on a quarterly basis to the Illinois Commerce Commission. At a minimum, the information reported shall include:
  - 1) The total dollar amount of wholesale service quality credits on a per measure basis.
  - 2) Any credit amounts under protest by purchasing carriers.
  - 3) Level of performance on an aggregate basis by measure (or as a whole with respect to all measures for service provided to all wholesale customers).
  - 4) Top 3 carriers receiving wholesale service quality credits from the Level 2 carrier.
- b) All Carrier-specific performance data and information that a Level 2 carrier is required to provide to the Commission under Section 731.620(a) shall be clearly marked proprietary and confidential. When filing proprietary and confidential information with the Commission, a Level 2 carrier shall separate it from information which is to be made public.

- c) Each Level 2 Carrier shall also report monthly data on a quarterly basis to carriers purchasing wholesale services. At a minimum, the monthly data shall include the number of reportable transactions, the number of instances in which standards contained in Section 731.605 were not met, and calculations supporting remedies paid as a result of Section 731.610.
- d) Each carrier shall provide to the Commission a business rule document for each measure they report on a biennial basis. These business rule documents shall be sufficient to describe what is being reported by the measure, and compliant with the standards set out in Section 731.605. The business rules shall include an applicable title, detailed definition, any exclusions, levels of disaggregations and the specific calculation methodology used by the carrier.

#### Section 731.625 Auditing

Carriers purchasing wholesale services from a Level 2 carrier may request an independent audit of the reported results. To the extent the independent audit confirms the specific concern of the carrier purchasing wholesale services from a Level 2 carrier, as specifically identified in writing to the Level 2 carrier prior to requesting the audit, the Level 2 carrier shall be responsible for the cost of the independent auditor associated with the specific concern identified in writing prior to the audit. If the independent auditor does not confirm the concern of the carrier purchasing wholesale services from a Level 2 carrier, the carrier purchasing wholesale services will be responsible for the cost of the independent audit. Any dispute over payment of audit costs will be resolved by the Illinois Commerce Commission. Audits of a Level 2 carrier's records shall be limited to no more than 2 per calendar year, unless otherwise authorized by the Illinois Commerce Commission.

Unless otherwise authorized by the Commission, a Level 2 carrier shall make all records required by this rule available to the Commission or its authorized representatives at any time upon request. A carrier shall make customer proprietary network information available to the Commission to the extent allowed by law. A carrier shall retain all records required by this rule for at least three (3) years.

#### Section 731.630 Effect of Contractual Agreement

If a Level 2 Carrier is providing Wholesale Service to another carrier pursuant to a contractual agreement, including an interconnection agreement, and those carriers have negotiated the agreement or an amendment to the agreement after the effective date of this Part which expressly references this Section, then the standards and requirements contained in this Subpart shall not apply if, and to the extent, so provided in the agreement or amendment. In the event that such carrier provides Wholesale Service to another carrier and such carriers have not negotiated an agreement or an amendment to an agreement after the effective date of this Part which expressly references this Section, then the standards and measures in this Subpart shall apply.

Section 731.635 Application of Level 1 Requirements to Level 2 Carriers and Conversion to Level 1

- a) A carrier may be required to comply with some or all of the Level 1 requirements established in Subparts B, C, D and E of this Part only after the Commission considers and rules upon the following items:
  - 1) The technical feasibility of compliance with each Subparts B, C, D and E requirement;
  - 2) The economic feasibility of compliance with each Subparts B, C, D and E requirement;
  - 3) The expected volume of wholesale service activity covered under Subparts B, C, D and E;
  - 4) Whether the benefits accrued to competing carriers justify the costs incurred by carrier necessary to comply each Subpart B, C, D and E requirement, and;
  - 5) With which Subpart B, C, D and E requirements that carrier must comply and by what time period.
- b) A carrier directed pursuant to a Commission order to comply with all of the requirements of Subparts B, C, D and E shall be a Level 1 carrier effective 90 days after the date of the Commission's order unless a different conversion date is specified in the Commission's order. A carrier directed pursuant to a Commission order to comply with some of the requirements of Subparts B, C, D and E shall remain a Level 2 carrier, but must, unless a different time period is provided in the Commission's order, comply with such Level 1 requirements as directed by the Commission commencing 90 days after the date of the Commission's order.
- c) In any proceeding to determine whether a carrier should be required to comply with some or all of the Level 1 requirements established in Subparts B, C, D and E of this Part, the Commission may order or establish an Interim Wholesale Service Quality Plan to be effective (i) pending the entry of an order adopting a Wholesale Service Quality Plan under Section 731.500 or (ii) as otherwise ordered by the Commission.

## SUBPART G: PROVISIONS APPLICABLE TO LEVEL 3 CARRIERS

### Section 731.700      Exemption From Certain Subparts

Subparts B, C, D, E and F of this Part shall not apply to LECs with a Rural Exemption pursuant to Section 251(f) of the Telecommunications Act.

### Section 731.705      Conversion to Level 2

- a) A carrier whose Rural Exemption is terminated by a Commission order pursuant to Section 251(f) of the Telecommunications Act will become a Level 2 carrier and shall, unless a different time period is provided in the Commission's order, comply with all of the Level 2 requirements established in Subpart F of this Part effective 90 days after the date of the Commission's order.
- b) Notwithstanding paragraph (a) of this Section, a Level 3 carrier whose Rural Exemption is terminated by a Commission order pursuant to Section 251(f) of the Telecommunications Act may petition the Commission for an exemption from some or all of the Level 2 requirements established in Subpart F of this Part. The burden of proof in establishing the right to an exemption under this paragraph shall be upon the petitioner. The petition shall include a demonstration that the exemption would not harm consumers and would not impede the development or operation of a competitive market. In ruling on any such petition, the Commission may also consider and rule upon the following items:
  - 1) The technical feasibility of compliance with each Subpart F requirement;
  - 2) The economic feasibility of compliance with each Subpart F requirement;
  - 3) The expected demand for wholesale services covered under Subpart F;
  - 4) Whether the benefits accrued to competing carriers justify the costs incurred by carrier necessary to comply each Subpart F requirement;
  - 5) With which Subpart F requirements that carrier must comply and by what time period; and
  - 6) Whether the carrier needs to comply with Subpart F if the carrier enters into an agreement with a competing carrier whereby the competing carrier agrees to accept different wholesale service quality standards than those contained in Subpart F.

## SUBPART H: PROVISIONS APPLICABLE TO LEVEL 4 CARRIERS

### Section 731.800 Exemption From Certain Subparts

Subparts B, C, D, E, F and G of this Part shall not apply to LECs without obligations pursuant to Section 251(c) of the Telecommunications Act and that are not Level 3 Carriers.

### Section 731.805 Application of Level 2 Requirements to Level 4 Carriers and Conversion to Level 2

- a) If a Level 4 carrier receives a bona fide request for wholesale services and either (i) agrees to provide such services or (ii) is obligated to provide such services under the PUA or the Telecommunications Act, that carrier may be required, after notice and hearing, to comply with some or all of the Level 2 requirements established in Subpart F of this Part. In connection with any such hearing, the Commission may consider and rule upon the following items:
  - 1) The technical feasibility of compliance with each Subpart F requirement;
  - 2) The economic feasibility of compliance with each Subpart F requirement;
  - 3) The expected demand for wholesale services covered under Subpart F;
  - 4) Whether the benefits accrued to competing carriers justify the costs incurred by carrier necessary to comply each Subpart F requirement;
  - 5) With which Subpart F requirements that carrier must comply and by what time period; and
  - 6) Whether the carrier needs to comply with Subpart F if the carrier enters into an agreement with a competing carrier whereby the competing carrier agrees to accept different wholesale service quality standards than those contained in Subpart F.
- b) A carrier directed pursuant to a Commission order to comply with all of the requirements of Subpart F shall become a Level 2 carrier effective 90 days after the date of the Commission's order unless a different conversion date is specified in the Commission's order. A carrier directed pursuant to a Commission order to comply with some of the requirements of Subpart F shall remain a Level 4 carrier, but must, unless a different time period is provided in the Commission's order, comply with such Level 2 requirements as directed by the Commission commencing 90 days after the date of the Commission's order.



## SUBPART I: PROVISIONS APPLICABLE TO ALL CARRIERS

### Section 731.900 Notice of Termination of Wholesale Service

No Provisioning Carrier offering or providing Wholesale Service to a Requesting Carrier shall terminate such service once initiated except upon 35 days notice to the Commission and the Requesting Carrier. The Commission may, on its own motion or upon petition, initiate a proceeding to investigate the proposed termination or interruption of Wholesale Service and may, after notice and hearing, prohibit or delay such proposed termination if the Commission finds that it would be contrary to the public interest. The requirement to provide 35 days notice of termination is not applicable to (i) Wholesale Service Emergency Situations or (ii) situations in which the Requesting Carrier requests or consents, in writing, to the termination of a Wholesale Service on less than 35 days notice. Such request or consent must be given within 35 days of the actual termination and shall be made available to the Commission upon request.